

1 PHILLIP A. TALBERT  
2 United States Attorney  
3 STEVEN TENNYSON  
4 Assistant United States Attorney  
5 Eastern District of California  
501 I Street, Suite 10-100  
Sacramento, CA 95814  
Phone: (916) 554-2700

6 Attorneys for the United States

7 IN THE UNITED STATES DISTRICT COURT

8 EASTERN DISTRICT OF CALIFORNIA

9 UNITED STATES OF AMERICA,

CASE NO.

10 Plaintiff,

**COMPLAINT**

11 v.

12 JOAN RUBINGER,

**JURY TRIAL DEMANDED**

13 Defendants.

14

15

16 The United States brings this action to hold Joan Rubinger (“Rubinger”) accountable for writing  
17 illegitimate prescriptions in violation of the Comprehensive Drug Abuse Prevention and Control Act of  
18 1970 (“Controlled Substances Act” or “CSA”), and alleges as follows:

19 **INTRODUCTION**

20 1. The CSA grants medical practitioners the authority to prescribe controlled substances, but  
21 that authority is not limitless—it is conditioned on a fundamental responsibility: prescriptions must be  
22 written for a legitimate medical purpose within the usual course of professional practice.

23 2. Rubinger, a nurse practitioner, repeatedly violated that obligation by selling illegitimate  
24 prescriptions. She provided price lists to her customers, inviting them to select dangerous, highly  
25 addictive medications as if they were ordering from a menu. In response to her invitations, Rubinger’s  
26 customers picked drugs off the list, paid Rubinger upfront, and received illegitimate prescriptions in  
27 exchange. These interactions took place through perfunctory text-message exchanges that were devoid  
28 of medical discussion. There were no physical exams, no diagnostic tests, no medical records, and no

1 indications of legitimate medical care—just cash for drugs.

2       3. To obscure her illegitimate prescribing, Rubinger wrote sham prescriptions in false  
 3 names, knowing the drugs would be diverted to others. She wrote sham prescriptions to her employees  
 4 and then instructed them to mail those drugs to others. She also wrote sham prescriptions in the names  
 5 of her customers' friends and associates, so that her customers could misappropriate these drugs. By  
 6 spreading opioid prescriptions across multiple sham patient names, Rubinger obscured the excessive  
 7 quantities that she dispensed to each customer, allowing her to evade systematic safeguards against  
 8 diversion and abuse. Rubinger's use of sham patients and prescriptions was a drug diversion scheme, not  
 9 a legitimate medical practice.

10     4. As Rubinger explained in her rules of practice, she took steps to conceal her misconduct,  
 11 coaching each new customer on the "specific processes [she] put in place to make sure each patient  
 12 appears as a legitimate medical patient." She explained, "I put these rules in place for a reason: to  
 13 minimize the attention we attract from the DEA." As long as customers followed the rules and paid in  
 14 advance, Rubinger issued prescriptions, regardless of medical legitimacy. As she explained to new  
 15 patients, Rubinger's operation was like a fast-food business: "just like at McDonalds, you gotta pay for  
 16 your burger before they hand it to you."

#### PARTIES, JURISDICTION, AND VENUE

18     5. Plaintiff is the United States of America.

19     6. Defendant Joan Rubinger is a Family Nurse Practitioner, registered with the Drug  
 20 Enforcement Administration ("DEA") under two different numbers: MM3336422 at 2488 N. California  
 21 Street, Stockton, California 95204 (under the care of Dr. R.W.); and MR5666106 at 900 3rd Avenue,  
 22 Room 1402, New York, New York 10022. Rubinger's California DEA registration has been active since  
 23 2014.

24     7. The Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331, 1345,  
 25 and 1335(a), and 21 U.S.C. § 842(c)(1) and § 843(f)(2).

26     8. The Court has personal jurisdiction over Rubinger because she transacted business in and  
 27 committed many of the wrongful acts alleged herein in the Eastern District of California.

28     9. Venue is proper in this district under 28 U.S.C. § 1335(a) and 21 U.S.C. § 843(f) because

1 many of the alleged acts giving rise to the United States' claims occurred within the Eastern District of  
2 California.

3 **LEGAL BACKGROUND**

4 10. Congress enacted the CSA to combat the diversion and abuse of dangerous drugs. It  
5 places a critical responsibility on prescribers, who are trusted to serve as conscientious gatekeepers to  
6 controlled substances and who are required to issue prescriptions only for legitimate medical purposes.  
7 21 C.F.R. § 1306.04(a).

8 **A. The CSA's Scheduling System**

9 11. Under the CSA, a drug is considered a "controlled substance" when it is added to one of  
10 five schedules, based on several factors, including whether the drug has a currently accepted medical use  
11 to treat patients, its abuse potential, and its likelihood to cause dependence if abused.

12 12. Schedule I drugs are those deemed not to have an accepted medical use. The remaining  
13 schedules—Schedules II through V—have legitimate medical purposes and, in the case of Schedules II  
14 through IV, generally require a prescription.

15 13. Schedule II lists controlled substances that have "a high potential for abuse," and that, if  
16 abused, "may lead to severe psychological or physical dependence," but that nonetheless have "a  
17 currently accepted medical use in treatment in the United States or a currently accepted medical use with  
18 severe restrictions." 21 U.S.C. § 812(b)(2).

19 14. Oxycodone, for instance, is listed on Schedule II, which means it has a high potential for  
20 abuse and if misused, may lead to severe dependency. *See* 21 C.F.R. § 1308.12.

21 15. Schedule III lists controlled substances that have "a potential for abuse less than the drugs  
22 or other substances in schedules I and II," and that, if abused, "may lead to moderate or low physical  
23 dependence or high psychological dependence," but that nonetheless have "a currently accepted medical  
24 use in treatment in the United States." 21 U.S.C. § 812(b)(3). Schedule III includes testosterone and  
25 anabolic steroids, which can be abused in an attempt to promote muscle growth and enhance athletic  
26 performance. *See* 21 C.F.R. § 1308.13.

27 16. Schedule IV lists controlled substances that have "a low potential for abuse relative to the  
28 drugs or other substances in schedule III," and that, if abused, "may lead to limited physical dependence

1 or psychological dependence relative to the drugs or other substances in schedule III,” but that  
2 nonetheless have “a currently accepted medical use in treatment in the United States.” 21 U.S.C. §  
3 812(b)(4). Schedule IV includes alprazolam (commonly sold under the brand name Xanax), diazepam  
4 (commonly sold under the brand name Valium), and lorazepam (commonly sold under the brand name  
5 Ativan). *See* 21 C.F.R. § 1308.14. Each of these three drugs belongs to a class of medications called  
6 benzodiazepines, which are central nervous system depressants. These drugs are often abused along with  
7 opioids, and those two classes of drugs taken in combination are associated with an elevated risk of life-  
8 threatening overdose.

9       17. Schedule V lists controlled substances that have “a low potential for abuse relative to the  
10 drugs or other substances in schedule IV,” and that, if abused, “may lead to limited physical dependence  
11 or psychological dependence relative to the drugs or other substances in schedule IV,” but that  
12 nonetheless have “a currently accepted medical use in treatment in the United States.” 21 U.S.C. §  
13 812(b)(5). Schedule V includes certain dosages of promethazine-codeine. *See* 21 C.F.R. § 1308.15.

14       **B. Medical Practitioners Must Comply with the CSA**

15       18. The CSA sets forth strict rules with which medical practitioners must comply in  
16 prescribing or “dispensing” controlled substances and imposes civil penalties for violations of these  
17 rules.

18       19. The CSA prohibits any person from “dispens[ing] a controlled substance in violation of  
19 section 829.” 21 U.S.C. § 842(a)(1). Under the CSA, any person who prescribes a controlled substance  
20 “dispenses” the controlled substance. 21 U.S.C. §§ 802(10) & (21).

21       20. Under 21 U.S.C. § 829, Schedule II controlled substances cannot be dispensed without  
22 the written prescription of a medical practitioner, except in emergencies or when dispensed directly. 21  
23 U.S.C. § 829(a).

24       21. The rules governing the issuance of prescriptions in compliance with 21 U.S.C. § 829 are  
25 set forth in 21 C.F.R. Part 1306. *See* 21 C.F.R. § 1306.01.

26       22. Under 21 C.F.R. § 1306.04(a), controlled substance prescriptions must be issued by a  
27 medical practitioner acting in the usual course of professional practice and must be issued for a  
28 legitimate medical purpose. 21 C.F.R. § 1306.04(a).

23. Under 21 C.F.R. § 1306.05(a), all controlled substance prescriptions must bear the full name and address of the patient, and the drug name, strength, and quantity prescribed to them.

24. Rubinger, as a DEA Registrant, agreed to comply and was obligated to comply with the CSA and the rules governing the dispensing of controlled substances.

25. Any person who violates 21 C.F.R. § 1306.04(a) violates 21 U.S.C. § 829 and thus 21 U.S.C. § 842(a)(1). *See* 21 C.F.R. § 1306.04(a) (anyone issuing an invalid prescription “shall be subject to the penalties provided for violations of the provisions of law relating to controlled substances.”).

26. Any person who violates 21 U.S.C. § 842(a)(1) is subject to a civil penalty for each violation. 21 U.S.C. § 842(c)(1)(A); 28 C.F.R. § 85.5.

## **RUBINGER'S MEDICAL PRACTICE**

27. Rubinger is a nurse practitioner who runs a mobile medical practice.

28. Rubinger's practice is highly unorthodox, consisting of her, a personal assistant, and a person who manages billing. No licensed physician supervises Rubinger, and no licensed physician is associated with, or employed by, her practice.

29. From November 1, 2019 through June 17, 2024 (the “Covered Period”), Rubinger traveled from city to city, providing a range of services from intravenous flushes to prescriptions for controlled substances.

30. Almost always, she met customers in non-medical environments, such as hotel rooms, without access to necessary diagnostic tools, proper medical records, or any other infrastructure required to treat chronic pain.

## **RUBINGER VIOLATED THE CSA**

31. Rubinger violated the CSA's dispensing rules on at least 900 occasions by repeatedly dispensing controlled substances without any legitimate medical purpose. She sold prescriptions for cash, wrote prescriptions in the names of individuals without their knowledge, and issued prescriptions intending that the controlled substances be diverted for illegal use.

32. Until June 17, 2024, when the DEA suspended Rubinger's authorization to dispense controlled substances, Rubinger dispensed hundreds of thousands of pills of controlled substances—primarily Oxycodone, Xanax, and Adderall—to patients in over 20 states, many of whom she had never

1 met, had never examined, and for whom she kept no medical records.

2       **A. Rubinger Sold Illegitimate Prescriptions for Cash**

3       33. As part of her standard practice, Rubinger sent her customers price lists for highly  
4 addictive drugs, including Schedule II controlled substances, and invited them to order those drugs as if  
5 they were items on a menu. While adjusted during the Covered Period, these price lists remained  
6 substantially similar to the following example:

- 7           1. Non-controlled medications, such as antibiotics, birth control,  
8           blood pressure pills: \$100
- 9           2. Controlled substances, such as Xanax, Valium, Ambien: \$150
- 10          3. High alert controlled substances, such as Norco, Percocet,  
11           injectables: \$200
- 12          4. Ultra high alert controlled substances, such as oxycodone,  
13           Adderall, etc: \$250

14          Send Venmo to @jrubinger for the total amount requested: once  
15           it's received, the prescription will be sent directly to the pharmacy

16       34. Legitimate medical practitioners determine the appropriate treatment based on each  
17 patient's specific medical needs. Unlike Rubinger, they do not allow customers to choose their own  
18 prescriptions from a list of commonly-abused drugs intended to treat a wide variety of conditions.

19       35. Rubinger did not include any caveats when sending her price list to patients. She did not  
20 say that she would make an independent medical judgment, nor did she state that she would only  
21 prescribe if there was a legitimate medical purpose. Instead, she told her customers that, once she  
22 received payment, "the prescription will be sent directly to the pharmacy."

23       36. By letting customers choose whatever medications they desired, Rubinger abdicated her  
24 professional and legal obligations as a medical practitioner and DEA registrant to prescribe only drugs  
25 that were medically necessary and instead placed the medical decision in the hands of her customers.

26       37. Rubinger's conduct enabled individuals seeking drugs for non-medical purposes,  
27 including abuse and diversion, to access controlled substances without barriers. When given the menu of  
28

1 options, Rubinger's customers almost always chose a treatment that included Oxycodone, a drug known  
 2 for its high street resale value, its highly addictive nature and potential for abuse, and its euphoric  
 3 effects, rather than other types of painkillers that are not as commonly abused.

4       38.     The screen shot below exemplifies Rubinger's exchanges with her customers, which were  
 5 transactional and devoid of medical discussion. A customer, "R.W.", asks Rubinger for a prescription, to  
 6 which she responds "Sure . . . tell me what you need." The customer requests "Oxycodone" and  
 7 "Alprazolam," and Rubinger replies "[w]ill send when I get Venmo:"



20       39.     In this transaction, Rubinger prescribed Oxycodone, an opioid, and Alprazolam, a  
 21 benzodiazepine, without any legitimate medical purpose. In deciding whether to issue this prescription,  
 22 Rubinger did not examine R.W. and maintained no medical record that might have documented any  
 23 purported medical problem for which these drugs were appropriately prescribed.

24       40.     The concurrent use of benzodiazepines and opioids significantly increases the risk of  
 25 overdose due to sedation and respiratory depression. There is no indication that Rubinger warned her  
 26 customer of these potentially deadly interactions.

27       41.     Rubinger wrote fifteen purported prescriptions to R.W.—all for Percocet (which contains  
 28 Oxycodone), Alprazolam, or Adderall.

1       42. Despite receiving training regarding the necessity of maintaining medical records,  
 2 Rubinger did not maintain medical records for R.W.

3       43. Rubinger often sold prescriptions over Telegram Messenger, an encrypted messaging  
 4 application. For instance, in this exchange, the customer, A.C., informed Rubinger that he “sent Venmo”  
 5 for “hcg and testosterone,” to which Rubinger responded, “Thanks love you’re all set ✓.”



20       44. During this transaction—as in many others—Rubinger unilaterally set her Telegram  
 21 messages to “self-destruct” within one day so that no record of the transaction would be maintained.

22       45. Legitimate medical practitioners do not prescribe controlled substances—especially  
 23 potentially dangerous or highly-abused drugs like testosterone—over an encrypted messaging service  
 24 and then unilaterally delete the conversation, depriving the patient of a record of what transpired.

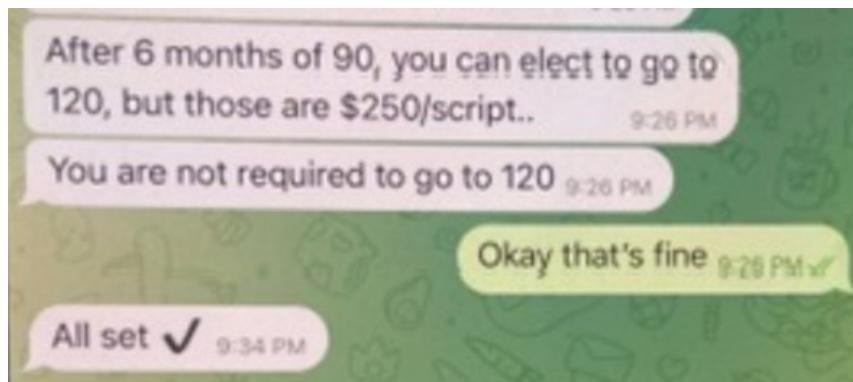
25       46. Rubinger wrote 23 purported prescriptions for A.C.—all of them for testosterone.

26       47. Despite being trained regarding the necessity of keeping medical records, Rubinger did  
 27 not maintain medical records for A.C.

1       48. For some customers, Rubinger charged more for dispensing more pills of the same drug,  
2 unlike a legitimate medical provider who typically charges a set fee for each type of medical encounter.  
3 For example, Rubinger charged \$150 for “qty 60” of Percocet and \$200 for “qty 90-150” of Percocet, as  
4 demonstrated in the version of Rubinger’s price list copied below:

5             Price list for [REDACTED] Regular scripts: \$100 (Antibiotics, Cialis, etc)  
6             Controlled substances: qty 60: \$150 (Percocet, Vicodin, Xanax, etc)  
7             Controlled substances: qty 90-150: \$200 (Percocet, Xanax, Valium,  
8             etc) Adderall \$200 “High alert” controlled substances: \$250 (self  
limited max quantities) (Roxy, oxy, syrups, etc)

9  
10       49. Under this regime, whether Rubinger issued a prescription for additional pills did not  
11 depend on whether it was medically required, but instead on whether the customer wanted to pay  
12 Rubinger more money to get more pills, as Rubinger explains in the messages below:



13  
14       50. These transactions were not isolated instances; they were part of Rubinger’s standard  
15 practices and procedures throughout the Covered Period.

16       51. Rubinger relied on personal assistants who accompanied her nearly everywhere, giving  
17 them ample opportunity to observe her conduct while on duty. One of Rubinger’s personal assistants,  
18 G.W., stated that, based on his observations, Rubinger’s typical transaction was consistent with the  
19 examples described above.

20       52. By selling illegitimate prescriptions in the manner described above, Rubinger violated 21  
21 C.F.R. § 1306.04 because she did not issue them for legitimate medical purposes while acting in the  
22 usual course of professional practice.

1           **B. Rubinger Wrote Sham Prescriptions Using False Names**

2       53. During the Covered Period, Rubinger wrote invalid prescriptions in the names of  
3 individuals who were not the intended recipients of the prescriptions. She did so to facilitate the  
4 diversion of those drugs to others.

5       54. In the 273 illustrative cases below—as in the cases of many others—Rubinger wrote  
6 invalid prescriptions in the names of her customers’ friends and associates. These individuals were not  
7 the intended recipients of the prescriptions, did not have an established doctor-patient relationship with  
8 Rubinger, and had no legitimate medical need for the drugs being prescribed.

9       55. One example of this conduct involved T.D., a customer who asked Rubinger to prescribe  
10 him opioids. In November 2019, Rubinger complied, issuing invalid prescriptions not only for him, but  
11 also in the names of his spouse, uncle, sister-in-law, mother, and even his barber—all for T.D.’s  
12 personal use.

13       56. T.D. provided the names of his associates to Rubinger, and most, if not all, of these  
14 individuals were unaware that they were being prescribed controlled substances and did not consent to  
15 participate in Rubinger’s scheme.

16       57. K.D., the spouse of T.D., was one of the sham patients Rubinger used to divert large  
17 quantities of controlled substances to T.D.

18       58. Rubinger never established a bona fide doctor patient relationship with K.D.

19       59. When deciding whether to prescribe controlled substances to K.D., Rubinger did not have  
20 any direct communication with her, did not conduct any examination of her, did not administer any  
21 diagnostic tests, and did not otherwise make any determination that K.D. had any legitimate medical  
22 need for the drugs Rubinger was prescribing.

23       60. Rubinger failed to create any medical records for K.D., despite being trained regarding  
24 the necessity of keeping medical records.

25       61. K.D. never authorized Rubinger to write controlled substances prescriptions in her name.

26       62. K.D. was unaware Rubinger was using her name to issue prescriptions, let alone in order  
27 to provide drugs to K.D.’s spouse, whom K.D. knew was struggling with substance use.

28       63. K.D. only discovered Rubinger’s conduct by chance. While seeking legitimate medical

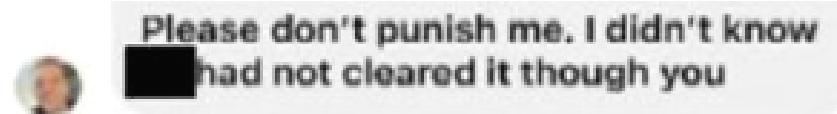
1 treatment from a North Carolina hospital, K.D.'s medical provider told her that he suspected she was  
 2 malingering to obtain more pain medication, based on her history of opioid prescriptions. At that point,  
 3 K.D. discovered that Rubinger had misappropriated her identity to divert opioids to K.D.'s spouse.

4       64. After discovering Rubinger's misconduct, K.D. found Rubinger's Instagram account and  
 5 initiated a conversation with her through Instagram's direct message feature.

6       65. K.D. told Rubinger that she was dismayed that, in the middle of her own medical  
 7 emergency, she had discovered that Rubinger had been putting prescriptions in her name and diverting  
 8 dangerous drugs to her spouse.

9       66. In these messages, K.D. expressed concern over the quantity of drugs that Rubinger had  
 10 prescribed, given that K.D.'s spouse was consuming all of it.

11       67. During that exchange, Rubinger wrote that: "I didn't know [T.D.] had not cleared it  
 12 through you," an admission that Rubinger had issued illegitimate prescriptions that were intended for  
 13 T.D. in K.D.'s name without obtaining her consent:



14       68. Between November 2019 and February 2022, Rubinger issued 23 sham prescriptions to  
 15 K.D.—all of them for Percocet.

16       69. Despite her interaction with K.D., Rubinger continued to use sham patients, including to  
 17 divert drugs to T.D.

18       70. Between November 2, 2019 and March 6, 2024, Rubinger dispensed the following  
 19 controlled substances (among others) to T.D., including through sham patients:

<b>Drug Name</b>	<b>Quantity of Pills</b>
Methadone	1860
Norco	90
Oxycodone	912
Percocet	12,890
<i>Grand Total</i>	<b>15,752</b>

20       71. Another example of Rubinger's use of sham patients is her prescribing to another  
 21 customer, G.F. On more than 150 different occasions, G.F. sent payments to Rubinger with the initials  
 22  
 23  
 24  
 25  
 26  
 27  
 28

1 of one of his associates in the payment line, often with a hamburger emoji, such as “MW 🍔” or “JK  
 2 🍔,” an apparent reference to Rubinger’s statement to G.F. that she sells prescriptions like “burgers” at  
 3 McDonald’s.

4       72. Shortly after each payment from G.F., Rubinger wrote sham prescriptions in the name of  
 5 the associate whose initials G.F. had designated.

6       73. G.F. and one of his associates, P.W., discussed this process over text message. In these  
 7 conversations, they deliberated about the orders for sham prescriptions that they planned on submitting  
 8 to Rubinger, treating the prescriptions as if they were products in a catalog rather than legitimate  
 9 medical treatments.

10     74. For instance, G.F. proposed ordering four prescriptions for Methadone, which would cost  
 11 \$150 each, as well as prescriptions for Vicodin and Adderall:

12     Ok. So lets do mine, yours, Netty's and Grace for the MDone. It's \$150x 4 so that's 600. And  
 13 I'll add the addys & V to yours and add the addys to Netty's. Let me know if that works for  
 14 you.

15     75. In these conversations, G.F. copied Rubinger’s encrypted messages, which Rubinger later  
 16 destroyed. G.F. then pasted Rubinger’s message into his conversations with P.W., thereby relaying  
 17 Rubinger’s statements to P.W., including one where Rubinger agreed to prescribe Oxycodone to ten of  
 18 G.F.’s associates:

19     Ok let me see if I understand..  
 20 There are 10 people. Right now, there are no meds available, for anyone. I'll let you know  
 when I can get oxycodone dispensed, and then all 10 want it again, correct?

21     For those interested in an alternative medication, equally strong as oxycodone, but it's a  
 22 controlled release, so it actually works continuously throughout the day, instead of only for 4-  
 23 6 hours at a time, I can prescribe that anywhere in NY right now, and it's cheaper, at \$150  
 instead of \$250.

24     For those still interested in 10 mg oxycodone (which is 10 mg Percocet), I can probably still  
 prescribe that as well. Just no higher than 10 mg.

25     76. Because G.F. submitted orders over text message as an intermediary for ten sham  
 26 patients, Rubinger did not even know if the sham patients had in fact requested drugs off her price list,  
 27 let alone examine them and ensure a legitimate medical purpose for the prescriptions.

28     77. Despite being trained regarding the necessity of keeping medical records, Rubinger did

1 not maintain medical records for any of G.F.'s associates.

2       78. By dispensing opioids to sham patients without any legitimate medical need, Rubinger  
3 abdicated her obligations as a medical provider and facilitated the diversion of dangerous drugs into  
4 illicit channels.

5       79. For instance, on October 7, 2021, the U.S. Department of Homeland Security executed a  
6 search warrant on the New Jersey residence of G.F.'s associate P.W. During the search, they found P.W.  
7 to be in possession of the prescription drugs that Rubinger had dispensed, as well as 3,4-Methylenedioxy  
8 methamphetamine (MDMA), cocaine, and more than \$213,000 in cash, some of which is depicted  
9 below:



10       80. Shortly after the search, P.W. confessed to engaging in drug offenses and was charged  
11 with possession of prescription drugs with intent to distribute.

12       81. Even though P.W. had been arrested and had confessed, Rubinger continued to issue  
13 sham prescriptions in his name. Of the 47 purported prescriptions she issued to P.W., 27 were issued  
14 after P.W. had been arrested—all of them were for Oxycodone.

15       82. Rubinger repeated this pattern with multiple groups of customers.

16       83. For example, Rubinger transmitted sham prescriptions to five associates of another  
17 customer, "E.K." On more than 100 different occasions, E.K. sent funds to Rubinger with the initials of  
18 one of his associates in the payment line, such as "KF" or "MK." In return, Rubinger issued  
19

1 prescriptions in the name of the designated associates, primarily for Oxycodone and Xanax.

2 84. When testifying under oath, G.W., one of Rubinger's personal assistants, stated:

3 a) He observed Rubinger telling her customers that she would be willing to write  
4 prescriptions for them in the names of their friends or relatives, despite the fact that those  
5 individuals were not present during that interaction and were not under Rubinger's care;

6 b) He understood that Rubinger did this to avoid putting an excessive number of  
7 controlled substances prescriptions in the name of a single individual; and

8 c) He witnessed Rubinger advising her customers to take certain precautions to  
9 avoid raising red flags when picking up medications for the sham patients at their pharmacy.

10 85. Rubinger also used her own employees as sham patients, enabling her to further divert  
11 dangerous drugs in violation of the CSA.

12 86. For example, Rubinger employed C.W., whose responsibilities included medical billing  
13 and collections.

14 87. Rubinger issued 20 sham prescriptions to C.W., primarily for Oxycodone, Xanax, and  
15 Adderall.

16 88. Rubinger did not order any diagnostic tests for C.W. and Rubinger did not maintain  
17 medical records for C.W., despite her training regarding the necessity of maintaining medical records.

18 89. After Rubinger wrote the first Oxycodone prescription to C.W., C.W. performed online  
19 research and decided that she did not want to take Oxycodone. C.W. told Rubinger about this decision  
20 shortly thereafter.

21 90. Despite knowing that C.W. had refused to consume Oxycodone, Rubinger continued to  
22 write invalid Oxycodone prescriptions in C.W.'s name.

23 91. Rubinger instructed C.W. to place her unwanted controlled substances in a box and mail  
24 them to another individual, P.K., whose name Rubinger did not place on the prescription.

25 92. Rubinger made electronic payments to C.W., stating the customer's initials, P.K., in the  
26 payment notes.

27 93. As instructed, C.W. then mailed the drugs, including Oxycodone, to P.K.

28 94. Rubinger was fully aware that C.W.'s prescriptions lacked a legitimate medical purpose

1 because she was instructing C.W. to divert them to P.K., rather than use them as part of a medical  
 2 treatment.

3       95. Rubinger's use of sham patients violated 21 C.F.R. § 1306.04 because she did not issue  
 4 these prescriptions for legitimate medical purposes while acting in the usual course of professional  
 5 practice.

6       **C. Rubinger Took Steps to Keep Her Unlawful Prescribing from Detection**

7       96. Rubinger knew her prescriptions were illegitimate and took steps aimed at avoiding  
 8 detection of her unlawful acts.

9       97. Rubinger attended at least one continuing education course focused on the prescribing of  
 10 Schedule II controlled substances. But instead of using that knowledge to prescribe responsibly, she  
 11 learned how the DEA monitored registrants' prescribing practices and then exploited that knowledge to  
 12 circumvent DEA's oversight and further her illegal and dangerous prescribing.

13       98. Rubinger's efforts to avoid detection were reflected in a document that she created and  
 14 titled "THE RULES," in which she explained to new customers the methods she used to disguise her  
 15 unlawful activities as a legitimate medical practice:

16              THE RULES

17              Hi Bonnie, thank you.

18              With the extremely dangerous climate right now in this country with the  
 19 ongoing drug epidemic, I just need you to make sure they know there are  
 20 strict rules they have to follow. If anyone slips up, they're done. No  
 21 second chances.

22              I am the only person who knows exactly how prescriptions work when it  
 23 comes to DEA surveillance, so there are specific processes I put in place  
 24 to make sure each patient appears as a legitimate medical patient.

25              For example, no mirror scripts. (Like, ordering Valium and Xanax. Both  
 26 are benzodiazepines, so it's one or the other.)

27              Or another example, patients with no history or minimal history of  
 28 controlled substance use must be stepped-up to the desired dose. Each  
 29 prescription for controlled substance goes onto a federal database, where  
 30 the DEA can look up every patient, doctor, pharmacist, date, quantity and  
 31 type of medication. Very tight surveillance.

32              There's a few more parts to the formula I use in order to legitimize the  
 33 situation.

34              Not following my process will result in an automatic red flag on the

1 patient, doctor and pharmacist, and will trigger immediate DEA  
2 investigation.

3 2. Payment must be received \*before\* I send the scripts in. Everything is  
4 done electronically now, no paper scripts. So just like at McDonald's, you  
5 gotta pay for your burger before they hand it to you.

6 3. Medicine MUST be picked up from the pharmacy, regardless of the cost  
7 of the medicine, or if the pharmacist didn't dispense the right quantity, etc.  
8 Pharmacists have the final say on all scripts. I have no influence over  
9 whether they fill it or not. I can write for 60 pills, and if they decide to  
10 dispense only 30, that's all you get. If patients leave meds at the  
11 pharmacy, for example, because they are unhappy with the cost of the  
12 drug, it triggers a DEA investigation. Because "why would a patient who  
13 is in desperate need of a controlled substance leave it at the pharmacy and  
14 not pick it up?"

15 4. I'm the ultimate gatekeeper. If I decide that someone's request carries  
16 too much risk, I'll make a recommendation for an alternative way to do it.  
17 They can either accept it, or go somewhere else.

18 5. Just know that I put these rules in place for a reason: to minimize the  
19 attention we attract from the DEA. Those who hold a license know how  
20 this works and how to stay out of trouble. If anyone gets too aggressive  
21 with their requests, I'll let them know softly, and then if they keep  
22 insisting, I'll be a little more firm. But in general, if people don't respect  
23 the process and follow the rules, they are cut off. Got it?

24 99. Several aspects of "THE RULES" demonstrate that Rubinger was not engaged in  
25 legitimate medical practice, for instance:

26 a) Real medical practitioners establish bona fide doctor-patient relationships with the  
27 individuals under their care. They do not have to "make sure each patient appears as a legitimate  
28 medical patient."

29 b) Legitimate medical professionals provide genuine medical treatment. They do not  
30 need to "legitimize the situation."

31 c) Legitimate medical practitioners require payment for patient encounters  
32 regardless of whether they determine prescriptions for controlled substances are medically  
33 necessary. They do not require payments up-front before prescriptions are issued, like selling  
34 burgers at McDonald's.

35 100. Rubinger's "Rules" made no mention of any requirement that she would only write  
36 prescriptions that served a legitimate medical purpose—instead, she created a system to circumvent that  
37 requirement and conceal its violation.

1       101. In an attempt to hide her misconduct, Rubinger made false statements to the DEA, to  
2 which she represented that she was practicing under the supervision of a physician, Dr. R.W.

3       102. Despite Rubinger's representations to the contrary, Dr. R.W. did not supervise Rubinger.  
4 Dr. R.W. did not know that Rubinger had claimed that he was her supervising physician until the DEA  
5 executed an Administrative Inspection Warrant on his medical practice, which Rubinger had falsely  
6 asserted was her registered location.

7       103. In an attempt to hide her misconduct, Rubinger made false statements on the purported  
8 prescriptions that she submitted to pharmacies, likely to make them appear more legitimate.

9       104. On her illegitimate prescriptions, Rubinger often wrote that she examined her customers  
10 in person every three months, when in reality she had not conducted these examinations.

11       105. On her illegitimate prescriptions, Rubinger often stated that she had opioid patient  
12 prescriber agreements with her customers, which minimize potential risks associated with opioid  
13 therapy. In reality, Rubinger had not taken even minimal steps to minimize the risks of diversion and  
14 abuse, let alone enter opioid agreements.

15       106. On her illegitimate prescriptions, Rubinger often stated that she was practicing under the  
16 supervision of Dr. R.W. But Dr. R.W. had not authorized Rubinger to place his name on the  
17 prescriptions, did not know Rubinger was doing so, and had not approved the excessive and dangerous  
18 treatments Rubinger prescribed.

19           **D. Rubinger's Prescribing Was an Extreme Departure from Professional Practice**

20       107. Rubinger's practices in prescribing controlled substances were an extreme departure from  
21 the standards upheld by legitimate medical professionals.

22       108. Legitimate medical practitioners examine patients to assess their overall health and  
23 identify any underlying conditions. Rubinger prescribed controlled substances—including powerful  
24 opioids like Oxycodone—without conducting patient examinations.

25       109. Legitimate medical practitioners diagnose and attempt to treat the patient's underlying  
26 medical problem in addition to prescribing opioids. Rubinger prescribed controlled substances without  
27 establishing bona fide provider-patient relationships with her sham patients, let alone identifying or  
28 addressing any underlying cause of pain.

1       110. Legitimate medical practitioners rely on their expertise to tailor treatments to a patient's  
2 unique medical needs. Rubinger, by contrast, provided her customers a price list and allowed them to  
3 select the drugs they wanted. As a result, customers of various ages, backgrounds, and purported  
4 medical conditions frequently received the same peculiar combination of drugs. This treatment consisted  
5 of three widely abused drugs—Oxycodone, Adderall, and Xanax—each prescribed for entirely different  
6 purpose and each carrying a high resale value. This cocktail is dangerous because these drugs have  
7 harmful, potentially fatal interactions. Many of these customers were in their 20s, opioid naïve, and  
8 particularly vulnerable to risks of overdose and dependency. Yet, Rubinger sold them this addictive,  
9 high-risk cocktail, with no legitimate medical justification.

10      111. Legitimate medical practitioners create medical records reflecting their assessments,  
11 diagnoses, and treatment plans. These records are critical to coordinate care among multiple medical  
12 providers and ensure safe, effective treatments. Although Rubinger knew how to create medical records,  
13 she failed to do so.

14      112. When prescribing opioids for persistent pain, legitimate medical practitioners enter into  
15 Opioid Patient Prescriber Agreements. These agreements outline the risks, benefits, and limitations of  
16 treatment. Rubinger including false notes on many of her prescriptions claiming that she had such opioid  
17 agreements in place with her patients. In reality, she did not.

18      113. When prescribing opioids for persistent pain, legitimate medical practitioners often  
19 administer urine drug tests to ensure their patients are consuming their medication as directed, rather  
20 than diverting it into illicit channels. Rubinger did not require her patients to take any such tests.

21      114. When prescribing opioids for persistent pain, legitimate medical practitioners use their  
22 knowledge, training, and experience to assess patients and evaluate the potential risk of abuse. Rubinger  
23 made no inquiries into factors indicative of risk of abuse, and as a result, prescribed to drug dealers.

24      115. Legitimate medical practitioners take steps to minimize the risks posed by the treatments  
25 they prescribe. Rubinger placed prescriptions in the names of sham patients and did not track the overall  
26 quantities her customers received. Rubinger had no safeguards to ensure her use of sham patients would  
27 not lead to overprescribing. To the contrary, much of her prescribing to sham patients was designed to  
28 ensure that the intended individuals could receive more drugs than would otherwise be possible without

the use of false names.

116. Rubinger issued prescriptions at locations from which she was not authorized to practice. Rubinger was licensed to practice only in New York, Colorado, and California and did not have a multistate license. She nevertheless issued prescriptions to patients around the country, including in Illinois, Kansas, Maryland, Massachusetts, Michigan, Missouri, Nevada, New Jersey, New Mexico, North Carolina, Pennsylvania, Texas, and Virginia.

117. Rubinger failed to adhere to rules limiting her scope of practice. Many states restrict nurse practitioners' prescribing of Schedule II drugs. For instance, in California, subject to exceptions inapplicable here, nurse practitioners may prescribe Schedule II drugs only after they satisfy several requirements, including prescribing only under physician supervision pursuant to a standardized algorithm authorized by the physician. *See* Cal. Bus. & Prof. Code, § 2836.1. Rubinger practiced in California but did not have a supervising physician.

118. Rubinger was fully aware of what was required to make her prescriptions legitimate—the medical examinations that should have been performed, the medical records that should have been kept, and the safeguards against diversion and abuse that should have been used—and she failed to take those steps. That is because Rubinger did not intend to limit her prescribing to only those drugs that had a legitimate medical purpose.

## COUNT I

## **Issuance of Prescriptions Without a Legitimate Medical Purpose**

119. The United States incorporates by reference each of the preceding paragraphs as if fully set forth herein.

120. Rubinger repeatedly violated 21 U.S.C. §§ 842(a)(1) and 829, and 21 C.F.R. § 1306.04(a), by dispensing controlled substances pursuant to illegitimate prescriptions that were either not issued in the usual course of professional treatment, not issued for a legitimate medical purpose, or both.

121. From November 1, 2019 until June 24, 2024, Rubinger violated these provisions on at least 900 occasions, with the precise number of violations to be established at trial.

122. These claims are timely pursuant to the parties' agreements to toll the statute of

1 limitations from November 1, 2024 until January 9, 2025.

2 123. For each violation, Rubinger is liable for a civil penalty. *See* 21 U.S.C. § 842(c)(1)(A); 28  
3 C.F.R. § 85.5.

4 **COUNT II**  
5 **Claim for Injunctive Relief**

6 124. The United States incorporates by reference each of the preceding paragraphs as if fully  
7 set forth herein.

8 125. Rubinger repeatedly and flagrantly violated 21 U.S.C. § 842(a)(1) by prescribing  
9 controlled substances, including dangerous drugs of abuse, without any legitimate medical basis, many  
10 of which she knew would in fact be diverted or abused.

11 126. While doing so, Rubinger took steps to conceal her misconduct, including falsifying  
12 documents, using fake names, misleading pharmacies, lying about her supervising physician, and  
13 crafting “rules” to avoid detection.

14 127. Pursuant to 21 U.S.C. § 843(f), an order permanently enjoining Rubinger from dispensing  
15 controlled substances is appropriate.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, the United States requests that judgment be entered in its favor and against  
18 Defendant Joan Rubinger as follows:

- 19 1) Imposing civil penalties upon Rubinger in the maximum amount allowed by law;  
20 2) Enjoining Rubinger from dispensing controlled substances; and  
21 3) Granting the United States such further relief as the Court may deem proper.

22 **DEMAND FOR JURY TRIAL**

23 The United States demands a jury trial for all issues so triable in this action.

24 Respectfully submitted,

25 Dated: January 8, 2025

PHILLIP A. TALBERT  
United States Attorney

27 By: /s/ Steven Tennyson  
28 STEVEN S. TENNYSON  
Assistant United States Attorney